

ORDINANCE AMENDING CITY ORDINANCE 01-109 AUTHORIZING THE LEASING OF VACANT LAND AND OPEN SPACE LAND SHOWN TO BE IN NEED OF IMPROVEMENTS TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS FOR PUBLIC PURPOSES IN CONNECTION WITH THE CITY OF JERSEY CITY “ADOPT A LOT” PROGRAM

WHEREAS, the City of Jersey City (“the City”) is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the cultivation or use of vacant lots *and open spaces shown to be in need of improvements* for gardening or recreational purposes pursuant to NJSA 40A:12-14(c) and NJSA 40:A12-15(I); and

WHEREAS, the City is the owner of vacant lots *and open spaces shown to be in need of improvement* located throughout the City; and

WHEREAS, *the City adopted Ordinance 96-123, which was subsequently amended with Ordinance 01-109, authorizing the establishment of an “Adopt A Lot” program,*

WHEREAS, the City desires to ~~create~~ *amend Ordinance 01-109 to update* the “Adopt a Lot” program for the purpose of leasing *vacant lots and open space land shown to be in need of improvements* for gardening and recreational purposes which benefit the public; and

WHEREAS, various non-profit corporations and associations (“Lessees”) have expressed interest in participating in the “Adopt a Lot” programs; and

WHEREAS, the City desires to execute leases with Lessees desiring to participate in the City’s “Adopt a Lot” program; and

WHEREAS, the Lessees shall conform with the material terms and conditions of the sample lease attached hereto; and

WHEREAS, parties interested in participating in the “Adopt a Lot” program shall contact the Directors of the Department of Public Works *and the Division of City Planning*; and

WHEREAS, the Directors of the Department of Public Works *and the Division of City Planning* shall be *jointly* authorized to approve leases with parties who agree to and are able to comply with the terms and conditions of the form of lease agreement for the “Adopt a Lot” programs; and

WHEREAS, the consideration for each lease shall be one dollar (\$1.00) a year and other good and valuable consideration; and

WHEREAS, the lease term shall be for ~~one~~ *two* years subject to the City’s right to terminate the lease at its convenience without cause by providing 90 days prior notice; and

WHEREAS, as a condition of granting these leases the Lessees shall comply with all of the terms and conditions of the form of lease agreement attached hereto. ~~a condition of granting these leases the Lessees shall submit reports to the Director at the time Lessees submit applications to participate in the Adopt a Lot Program, setting out the use to which the leasehold will be put; the activities of the Lessee will undertake in furtherance of the public purpose for which the leasehold is granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and if Lessee is a corporation an affirmation of its tax exempt status as a non-profit corporation or association pursuant to both State and Federal laws.~~

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- 1) *All parties desiring to participate in the “Adopt a Lot” program shall complete and submit an “Adopt a Lot” application, in writing or electronically, to the Director, Department of Public Works with a copy to the Division of City Planning.*
- 2) *The Directors of the Department of Public Works and the Division of City Planning are authorized to jointly approve the application and issue the “Adopt a Lot” lease, and the Division of City Planning is authorized to administer the “Adopt a Lot” program.*
- 3) *For all parties approved for the program, the Business Administrator shall be authorized to execute a lease agreement in substantial compliance with the form of lease agreement attached hereto which contains the minimal terms required under the Local Lands and Buildings Law and the terms and conditions imposed by the City under the “Adopt a Lot” program. At the discretion of the Business Administrator, the City’s Risk Manager, and Corporation Counsel, the lease may also include a provision requiring the City to indemnify and hold harmless a Lessee from any and all claims of personal injury, and property damage arising out of the Lessee’s occupancy and use of the property.*

- ~~1) All parties desiring to participate in the “Adopt a Lot” program shall make a written request to do so and file with the Director, Department of Public Works (“Director”)~~
- ~~2) The Director is authorized to approve the participation in the “Adopt a Lot” program of Lessees able to comply with the terms and conditions of the “Adopt a Lot” lease agreement. The Director shall notify the Manager of the City Office of Real Estate of all parties approved for participation in the program.~~
- ~~3) For all parties approved for the program, the Mayor of Business Administrator shall be authorized to execute lease agreements that are in substantial compliance with the form of lease agreement attached hereto which contains the terms and conditions of the City’s “Adopt a Lot” program. At the discretion of the Business Administrator and Corporation Counsel, the lease may include a provision requiring the City to indemnify and hold harmless a Lessee from any and all claims of personal injury, and property damage arising out of the Lessee’s occupancy and use of the property.~~
- ~~4) Before entering and taking possession of leased premises, Lessee shall notify the Director and then a representative of the Lessee and an employee of the Department of Public Works shall inspect the premises together for the purposes of locating and, if feasible, removing from the premises any dangerous materials. If the Director determines that a dangerous condition exists on the premises that cannot be remedied at a reasonable cost, then the City shall have the right to terminate the lease immediately.~~
- ~~5) The lease term shall begin on the execution date of the lease by the appropriate City officials and shall end one year thereafter with the exception that the City shall have the right to terminate the lease at its convenience without cause by providing 90 days’ prior notice.~~
- ~~6) The consideration for the lease shall be \$1.00 per annum and such other good and valuable consideration benefitting the public at large.~~
- ~~7) The award of lease shall be subject to submission of reports to the Director at the time Lessees submit applications to participate in the Adopt a Lot Program setting out the use to which the leasehold will be put the activities that the Lessee will undertake in furtherance of a public purpose for which the leasehold is granted and the approximate value or cost, if any, of such activities in furtherance of such purpose and if Lessee is a corporation said report shall contain an affirmation of the Lessee’s tax exempt status as a non-profit corporation pursuant to the both State and Federal Laws.~~
- ~~8) The Department of Public Works shall be responsible for enforcement of all terms and conditions of the lease.~~
- ~~9) If corporate charter of a non-profit corporation is revoked during the term of the lease, or if a non-profit corporation or an association ceases to use the property for gardening or recreational purposes which benefit the public, then the lease agreement may be cancelled by the City by providing 10 days written notice.~~
- ~~10) Lessee shall construct no permanent improvements on the property. This prohibition includes but is not limited to paving the property with concrete, asphalt or other materials. In the event that the lease must be terminated, Lessee must remove all temporary improvements installed on the property by the Lessee at its own cost and expense. The City shall not be responsible for the cost of removing Lessee’s temporary improvements.~~

NOTE:

Material indicated by strikethrough like this is existing material that is intended to be deleted.

Material indicated by bold italic *like this* is new material intended to be enacted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, AICP, PP, Director
Division of City Planning

City of Jersey City

“Adopt-A-Lot” Program Fact Sheet

JERRAMIAH HEALY, MAYOR

Rodney Hadley, Department Director
PARK MAINTENANCE
575 ROUTE # 440
JERSEY CITY, NJ 07305
(201) 547-4449

Robert Cotter, Division Director
City Planning
30 Montgomery St, Suite 1400
Jersey City, NJ 07302
201-547-5010

1. Only City owned lots and parks may be adopted.
2. Lots may be used for community gardening or recreational purposes.
3. Non-profit corporations or Community associations may submit a written request with a completed application to:

Rodney Hadley, Director
Department of Public Works
575 Route 440
Jersey City, NJ 07305

With a copy to:

Tanya Marione-Stanton
Division of City Planning
30 Montgomery Street, Suite 1400
Jersey City, NJ 07302

Or may send an electronic version to:

Tanyam@jcnj.org using the subject “Adopt-A-Lot Request”

4. Applicants whose applications are approved will be sent four (4) original “Lease Agreements” to be completed and returned to:

**DPW / Div. of Park Maintenance
575 Route 440
Jersey City, NJ 07305
Attn: Rodney Hadley, Director
With a copy to:**

**Tanya Marione-Stanton
Division of City Planning
30 Montgomery Street, Suite 1400
Jersey City, NJ 07302**

**Or may send an electronic version to:
Tanyam@jcnj.org using the subject "Adopt-A-Lot Request"**

5. Properly completed Lease Agreements will be forwarded to the Business Administrator (BA) to be executed. The Lease shall be valid for 2 years from the day Lease is executed by the BA.
6. After receiving the Tenant copy of the executed Lease the applicant must notify DPW and together a representative of the applicant and DPW will inspect the site to locate and remove, if feasible, hazardous conditions. If a dangerous condition exists that cannot be remedied at reasonable cost to the City the Lease may be terminated immediately.
7. There is a \$1.00 annual fee per lot.
8. Community groups will be required to abide by the rules and regulations listed in the Lease. This includes attending an educational workshop, registering your garden online, providing a minimum of 20 hours of public access, and participating in an annual Green Your Block program.

**For other questions regarding the program please contact the Department. of
Park Maintenance at (201) 547-4449,
or the Division of City Planning at (201) 547-5488**



City of Jersey City

Adopt-A-Lot Application

JERRAMIAH T. HEALY, MAYOR

Rodney Hadley, Director
Department of Public Works
575 Route 440
Jersey City, NJ 07305

Robert Cotter, Director
Division of City Planning
30 Montgomery Street,
Suite 1400
Jersey City, NJ 07302

PLEASE TYPE OR PRINT ALL INFORMATION.

Submit completed ORIGINAL application and plan to the Department of Public Works with a copy to the Division of City Planning at the above address. If applying for more than one lot and lots are not contiguous please fill out a separate application for each.

ORIGINAL applicant and witness signatures must appear on all four copies of the lease agreement (City Clerk, Law, DPW and Tenant).

THANK YOU!

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Date: _____

Address of vacant lot(s) and/or Name of Park:

(If Known) Block: _____ Lot: _____

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Name of Community Association:

Contact Name:

Mailing Address:

Email Address:

Phone: () _____

Please list the name and titles of your associations officers:

Name

Title

Address

Phone Number

Email Address

Name

Address

Email Address

Name

Address

Email Address

Name

Address

Email Address

Name

Address

Email Address

Name

Address

Email Address

Title

Phone Number

Title

Phone Number

Title

Phone Number

Title

Phone Number

Title

Phone Number

Please provide a brief history of your association:

1. What public purpose will the adopted site be used for:

2. Describe the activities you will undertake in furtherance of the above purpose:

3. Estimate the approximate value or cost, if any, of the activities you will undertake:

4. If your association is a corporation please attach documentation of nonprofit corporation status.

CERTIFICATION.

I certify that the information provided is true.

Date:

Signature

Printed Name

ADOPT-A-LOT LEASE

This Lease is issued by the City of Jersey City "City"/Department of Public Works "DPW" to _____ ("Lessee") for the operation of an Adopt-A-Lot Garden located at _____ (address) on Block _____ and Lot(s) _____ ("the Garden"). This Lease shall be administered by the Division of City Planning through the Adopt-A-Lot Program Officer ("Officer"), which is currently located at 30 Montgomery Street, Jersey City, NJ 07302.

1. Term

This Lease is issued to Lessee for a term (the "Term") of two years beginning _____ and ending _____ unless earlier terminated. The Lease may be renewed by the Director of the Department of Public Works ("Director") at his discretion if Lessee successfully completes the obligations set forth in this Lessee.

2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated by Lessee as its "Contact Person."

Current Contact Person for Lessee: _____

Address: _____

Telephone numbers:

Day: _____

Evening: _____

Weekend: _____.

Lessee shall promptly notify DPW and the Division of Planning of any change in contact person or of the address or telephone number(s) provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3. Obligations of Lessee/Use of Premises

A. This Lease is specifically entered into for the purpose of Lessee's designing and installing a plant garden and thereafter maintaining such garden and all plants and structures contained therein (including, but not limited to, all fences, raised plant beds, planters, tables, benches, and other ornamental items) in a safe and orderly condition.

B. Before taking possession of the leased premises, Lessee shall do the following:

- a. Lessee shall notify the Director and then the Contact Person and the Officer shall inspect the premises together for the purpose of locating and, if feasible, removing

any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Director determines that a dangerous condition exists on the premises that cannot be remedied at a cost deemed reasonable by the Director, then the City shall have the right to terminate the Lease immediately.

- C. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:
 - a. At least two representatives, one being the Contact Person, shall attend an educational workshop, and shall submit proof of such attendance to Division of City Planning.
 - b. Lessee shall post a sign approved and provided by DPW at the Garden explaining that the Garden is a part of the Adopt-A-Lot Program and the Department of Public Works.
 - c. Lessee shall register the Garden with the City's Adopt-A-Lot Jersey City online Green Map.
- D. Within six months of the issuance of this license, or sooner if applicable, Lessee agrees to the following:
 - a. Lessee shall design and install a plant garden.
 - b. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by DPW, and notice given to DPW prior to application. DPW reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.
 - c. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer.
 - d. Lessee shall open the Garden to the public, as required by Section 8.
 - e. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.
- E. Upon execution of the Lease, the Lessee agrees to the following:
 - a. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.
 - b. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.
 - c. Lessee shall comply with all applicable laws, rules, and regulations of the United States, New Jersey State, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by DPW to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.
 - d. Lessee shall arrange for the provision of, and pay for any utilities, with the exception of water, necessary for the performance of the activities described herein; provided

however that Lessee shall neither cause nor permit the installation of any such utilities without the prior written approval of DPW.

- e. Provide two reports each year, one in June and one in December, containing the current status of the Garden including, but not limited to, a current color photo, a list of current Garden members, and any current concerns or problems that the Lessee believes DPW should be made aware of or a problem fulfilling any of the requirements specified in this lease.
- f. Lessee shall continually update City's Adopt-A-Lot Jersey City online Green Map with all events, fundraisers, and public hours.
- g. Lessee shall participate in an annual "Green Your Block" program. Lessee shall notify the Division of City Planning with the date and time of the event, as well as post notice of the event at the Garden and on the City's Adopt-A-Lot Jersey City online Green Map.
- h. Lessee shall notify DPW of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three days of such occurrence by contacting the DPW and the Officer.

6. Restrictions on Lessee

Lessee agrees to the following restriction on the use of the Garden:

- A. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.
- B. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the DPW.
- C. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from DPW, and, where applicable, the Jersey City Building Department and the Jersey City Division of Cultural Affairs.
- D. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.
- E. There shall be a minimum of 5 Garden members at all times.
- F. No persons shall be allowed to reside in the Garden.
- G. No animals shall reside in the Garden. Dogs may never reside in the Garden.
- H. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.
- I. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services): provided, however, that the City may allow, with prior notice to the Officer, Fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. All agricultural produce cultivated at the Garden may be sold offsite at a designated Jersey City Farmer's Market.

- J. Lessee shall not create nor suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause nor permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.
- K. Lessee shall not sub-let the demised premises for gardening or recreational purposes pursuant to NJSA 40A12-15(I). Lessee shall not use or permit the premises to be used for any other purpose without the prior written consent of the City endorsed hereon.
- L. Lessee may not discriminate in any way against any person on grounds of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation.
- M. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.
- N. If Lessee ceases to use the property for gardening or recreational purposes, the City shall have the right to terminate the lease upon giving 10 days written notice to Lessee prior to the effective date of termination.
- O. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New Jersey.
- P. Lessee shall not abandon the Garden.

7. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this lease or of the rules established by the City, and upon failure to discontinue such violation within ten days after notice to the Lessee, this lease shall, at the option of the City, become void. Notwithstanding the above, the DPW and/or City may terminate this Lease without advance notice for any of the following reasons: 1) Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same; 2) Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity; 3) the City ceases to be the fee owner of the Garden.

The City shall have the right to terminate the lease at its convenience without cause by giving written notice 90 days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

8. Access

- A. Gardens are required to keep their gates open for a minimum of 20 hours per week from the first day of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer. DPW and the Officer may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, may terminate this Lease.
- B. The City, its representatives, the DPW, the City Police and Fire Departments, and other City agency representatives shall have access to the Site at all times for any purpose.

9. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense. Lessee shall also return all tools and other unused items provided by DPW to DPW within thirty days of receipt of a notice of termination. DPW retains the right to keep for its own use any items left in the Garden after this Lease expires or is terminated.

If the Lessee shall remain in the premises after the expiration of the term of this lease without having executed a new written lease with the City, such holding over shall not constitute a renewal or extension of this lease. The City may treat the Lessee as one who has not removed at the end of his term, and thereupon be entitled to all remedies against the Lessee provided by law in that situation, or the City may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this lease, except as to duration thereof.

10. Indemnification

The City shall indemnify and hold the Lessee and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee occupancy and use of the leased premises. The City shall defend any suit against the Lessee, and its officers, agents and employees from any claims for damage and accident resulting in such bodily injury or property damage, even if the claims are groundless, false, or fraudulent.

11. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be,

reimbursable by the City for any reason whatsoever. The gardening activities to be performed pursuant to this Lease were not and are not directed by DPW and the City, and the City and the DPW assume no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

12. Modification

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.

13. Conflict of Interest

Lessee warrants that no officer, agent, employee, or representative of the City of Jersey City has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

14. No Assignment

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

15. Employees

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

16. No Claim Against Officers, Agents, or Employees

No claim whatsoever shall be made by Lessee against any officer, agent or employee of the City for, or on account of, anything done or omitted in connection with this agreement.

17. Representation

This lease contains the entire contract between the parties. No representative, agent, or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and Tenant.

18. Severability

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

DPW Director

Contact Person

Lessee (Garden or Group Name)

Officer

Division of City Planning Director

Approved as to Form

City Clerk